



## City of Santa Clara, CA

# REQUEST FOR QUALIFICATIONS (RFQual) RFQual# 18-19-15

## TITLE: DOWNTOWN PRECISE PLAN CONSULTANT SERVICES

<b>RFQual release date:</b>	February 7, 2019
<b>Contact Information:</b>	Jay Coleman Contracts Manager 1500 Warburton Avenue Santa Clara, CA 95050 Tel: 408-619-2048 Email: <a href="mailto:jcoleman@santaclaraca.gov">jcoleman@santaclaraca.gov</a>
<b>Deadline for questions and objections:</b>	February 25, 2019 at 12:00 PM PST
<b>Proposal due date/time/location:</b>	March 7, 2019 at 4:00 PM PST 1500 Warburton Avenue Santa Clara, CA 95050 Purchasing Division ATTN: Jay Coleman

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## **1. INTRODUCTION**

- 1.1.** The City of Santa Clara (hereinafter “City”) is seeking proposals in the form of statements of qualifications from qualified consultants to assist the City with the development of the Downtown Precise Plan, in support of the Planning Department.
- 1.2.** It is the City’s intention to contract with experienced and innovative planning firm with demonstrated knowledge and experience in the following areas.
  - 1.2.1.** Urban Design and Land Use Planning
  - 1.2.2.** Participatory Community Planning (Public Outreach)
  - 1.2.3.** Computer Graphics
  - 1.2.4.** Transportation, Circulation, and Parking Analysis
  - 1.2.5.** Public Infrastructure Engineering
  - 1.2.6.** Environmental Review
  - 1.2.7.** Market and Financial Analysis

## **2. PROJECT OBJECTIVES**

- 2.1.** The development of a Precise Plan for the Downtown area will provide opportunities to restore the City’s traditional core. The Downtown Precise Plan shall include the land use planning elements required to support the revitalization and redevelopment of the area as a complete urban neighborhood. Specifically, the plan will define the land use plan for the area as well as policies, design guidelines, streetscape design, open space standards, zoning, etc., to implement the plan vision. The primary objectives to be achieved through the Plan include:
  - 2.1.1.** Land Use Plan - Establishment of a land use plan and policy framework that shall guide future development and redevelopment activities within the area.
  - 2.1.2.** Market Demand Analysis – Economic Sustainability – the Plan should consider the retention of key commercial sites within the Plan area to maximize the overall economic benefit of future land uses and to produce a complete community.
  - 2.1.3.** Improvement of vehicular, pedestrian, bicycle and transit connectivity between the Santa Clara Transit Station and the Downtown area and between the El Camino Real and the Downtown area.

- 2.1.4.** Development of urban design standards for streets, streetscapes, buildings and open space, which promote walkable and livable environments within the project area.
- 2.1.5.** Preparation of a program level Initial Study with technical studies for cultural resources, traffic, and air quality. The City anticipates that the Precise Plan will be able to tier off of the General Plan Environmental Impact Report (EIR) with an addendum; however, the possibility of a programmatic EIR should also be anticipated.
- 2.1.6.** Engaging the public about urban design concepts and the Downtown Precise Plan planning process through a comprehensive community involvement strategy.
- 2.1.7.** Formation of a stakeholder steering group/task force comprised of property owners and community members to advise City staff on technical aspects of the Plan, including land uses, densities, urban design and connectivity.
- 2.1.8.** Formation of a Technical Advisory Committee (TAC) to involve other public agencies (VTA), technical experts (consultant team), and staff from various departments in the City of Santa Clara (Planning & Inspection, Public Works, Water & Sewer Utilities, Parks & Recreation, Electrical Utility, etc.). The TAC's role is to advise on the concept and guide the project.

### **3. BACKGROUND**

- 3.1.** The City of Santa Clara's 2010-2035 General Plan identifies Focus Areas throughout the City of Santa Clara to support and foster the City's diverse economic base. The purpose of these Focus Areas is to encourage improvements and new development tailored to the character and quality of each of the areas. Focus Areas also provide opportunities for reaching the City's housing goals identified in the State-required Regional Housing Needs Allocation (RHNA), and for meeting the demand for housing that addresses job and retail growth in the City and region. For additional policy background see the 2010-2035 General Plan, particularly Chapter 5, Section 5.4.2 Downtown Focus Area Goals and Policies (<http://santaclaraca.gov/home/showdocument?id=56139>).
- 3.2.** The Downtown Focus Area (Please refer to map in Attachment A3) calls for a regeneration of the area into a center of activity to draw patrons City-wide for shopping, eating and entertainment. It is located in the historic Old Quad neighborhood, near both the Santa Clara University and the Santa Clara Transit Station, which provides service for Caltrain, Altamont Corridor Express (ACE), Amtrak, Valley Transportation Authority (VTA) bus service (6 lines including the Rapid 522), and a future Bay Area Rapid Transit (BART) Station. The Downtown Focus Area is largely made up of the Franklin Square outdoor shopping mall that spans two blocks and eight blocks previously consolidated under the Federal

Urban Renewal program in the 1960s, during which the City demolished most of its downtown core. The promise of a new Downtown has not been realized and as a result, a cornerstone of the City's history and identity was eliminated. The development of a Precise Plan for the area will provide opportunities to restore the City's traditional core.

- 3.3.** The General Plan envisions this area being revitalized to include 129,300 square feet of new commercial uses (e.g. boutique shopping, restaurants), public gathering places and civic venues, 396 new residential units, and a transit loop connection to the Santa Clara Station Area, in order to promote increased multi-modal connectivity, reconnect streets, and increase access to transit to attract residents and visitors.
- 3.4.** At this time the, Downtown Precise Plan boundary consists of a portion of the Downtown Focus Area as described in the General Plan. As the development of the Precise Plan progresses through the planning process, the boundary is subject to change. The currently defined area of the Precise Plan is approximately 25 acres in gross land area and is generally bounded by Benton Street to the north, Lafayette Street and Santa Clara University to the east, Homestead Road to the south, and Monroe Street to the west (Please refer to map in Attachment A2). The El Camino Real is a state owned highway (SR 82) located just four blocks north of the area, and functions as an urban arterial that connects each of the downtown areas of cities between San Francisco and San José.

#### **4. TERM OF AGREEMENT**

The initial term of the agreement shall be for three (3) years. The City reserves the right to exercise up to three (3) additional one-year options after the initial term.

#### **5. DOCUMENTS INCLUDED WITH THIS RFQual**

<b>Name</b>	<b>Description</b>	<b>Where to find</b>
Attachment A	A1 - Statement of Requirements A2 - Downtown Precise Plan Area Map A3 – General Plan Downtown Focus Area Map	In main RFQual document
Attachment B	Proposal Certification Form	In main RFQual document
Attachment C	Cost Proposal Form	In main RFQual document
Attachment D	Previous Customer Reference Form	In main RFQual document
Attachment E	Insurance Requirements	In main RFQual document
Attachment F	Terms and Conditions (Exemplar agreement)	In main RFQual document

#### **6. HOW TO OBTAIN THIS RFQual**

- 6.1.** This RFQual may be downloaded from the BidSync e-Procurement system located at [www.bidsync.com](http://www.bidsync.com). Respondents can also find a link at the City of Santa Clara website at <http://santaclaraca.gov/government/about-santa-clara/bids-rfps-rfqs>. At either website, follow the links to register for this online service. You may register

for free either online or by calling BidSync Vendor Support at 1-801-765-9245 and telling the support representative that you are registering for City of Santa Clara bids.

- 6.2. All addenda and notices related to this procurement will be posted by the City on BidSync. In the event that this RFQual is obtained through any means other than BidSync, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFQual document.

## **7. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES**

- 7.1. All questions/inquiries must be made through the contact listed on the cover sheet of this document, via BidSync. The City will provide a written response to all questions in the form of an Addendum. Questions answered on BidSync shall be considered addenda to the RFQual.

## **8. OBJECTIONS**

- 8.1. Any objections as to the structure, content or distribution of this RFQual must be submitted in writing to the Contact listed on the cover sheet of this document. Objections must be as specific as possible, and identify the RFQual section number and title, as well as a description and rationale for the objection.
- 8.2. All objections, questions and inquiries must be received by the deadline stated on the cover sheet.

## **9. SUBMISSION OF PROPOSALS**

- 9.1. You must respond to this RFQual by the due date and time as stated on the cover sheet of this document for your proposal to be considered. Proposals must be submitted and addressed to the attention of the contact listed on the cover sheet of this document, clearly labeled with the title and number of the RFQual that may be located on the cover page of this document.
- 9.2. Submit one (1) original and five (5) hard copies of the Proposal, as well as one electronic copy on a USB Drive. The copies shall include the same content as the original.
- 9.3. The Proposal must be in Times New Roman, Arial or some similar, easily readable font. The size of the font cannot be any smaller than 11 and margins should be 1 inch or wider.

## **10. RESPONSE DOCUMENTS/SUBMISSION REQUIREMENTS**

In order to expedite the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores, or if found

to be non-responsive, be disqualified. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City's sole discretion.

**10.1. Table of Contents.** Include a table of contents that identifies the page numbers for each of the various sections in the Proposal. All pages must be consecutively numbered and correspond to the table of contents.

**10.2. Cover Letter.** Include a transmittal letter identifying the Consultant's firm and the proposal package being submitted. The letter shall provide the name, title, address, telephone number, and fax number of the individual authorized to contractually bind the firm and be signed by the authorized individual. Also include the name of the contact person for this RFQual.

**10.3. Firm Qualifications**

**10.3.1. Company Profile.** Provide a brief company profile that identifies the company information, including years in business, names previously used, and other company affiliations; description of any anticipated changes of ownership or control of the company; mailing address of the Consultant's principal place of business; mailing address, phone number, and fax number of the office in which the project team will be located; and other general information that is deemed significant enough to be highlighted.

**10.3.2.** Briefly describe the history, mission, and structure of the firm.

**10.3.3.** Discuss the capacity and resources to provide the services required under this RFQual.

**10.3.4. Client List.** Include a client list where your firm has performed similar services, and when they were performed.

**10.3.5.** Discuss any Subconsultants that the Consultant will be using.

**10.3.6.** Address any pending or current litigation related to services provided by your firm, and any terminated contracts within the past five years with an explanation of the reasons for termination.

**10.4. Staff Qualifications**

**10.4.1.** Identify the key personnel that you anticipate will perform services for the City. Discuss the professional and education backgrounds of all key staff proposed to perform services for the City, including any subConsultants.

**10.4.2.** Include résumés for key staff. Résumés shall include relevant qualifications and years of experience performing the required services as detailed in the Attachment A1, Statement of Requirements.

- 10.4.3. Provide a project organization chart identifying the names, titles and job functions of each team member. Identify any partners and sub-consultants that you may use and describe their expertise as well.

#### **10.5. Project Approach**

- 10.5.1. Discuss your ability to meet the requirements described in Attachment A1, Statement of Requirements.
- 10.5.2. Describe your general approach to managing projects. List general objectives, and explain the methodology to be used in the approach
- 10.5.3. Identify and describe City involvement or level of effort required in order to successfully perform the work described in this RFQual.
- 10.5.4. Identify and address any areas that the City may have overlooked in the Scope of Services that are of concern to you.

#### **10.6. Proposed Scope of Work**

- 10.6.1. Consultant shall provide a draft scope of work addressing each task outlined in Attachment A1.
- 10.6.2. In the draft scope of work, discuss how the Consultant, and any Subconsultants, shall meet the requirements described in Attachment A1.
- 10.6.3. Include a draft project schedule. The City expects the project to be completed by Fall 2020. The draft project schedule shall outline the completion dates of each task.
- 10.6.4. The final scope of work will be established with the selected Consultant.

#### **10.7. Customer Reference Form**

- 10.7.1. Using Attachment D, provide three (3) references for different projects completed within the last five (5) years where the Consultant has provided services similar in size and scope to the City. At least one reference must be with a public agency. For each reference, provide details that demonstrate that the consultant has the required qualifications sought by the City.
- 10.7.2. Each customer reference shall identify type of work performed, the size (compensation) and duration of the agreement, and names and contact information of key team members.
- 10.7.3. References shall be evaluated and scored as part of the "Experience" evaluation criteria as described in this RFQual.

#### **10.8. Cost.** Submit your Cost Proposal Form using Attachment C.



## 10.9. Attachments

The following documents must be completed and submitted with your proposal:

**10.9.1.** Attachment B – Proposal Certification Form

**10.9.2.** Attachment C – Cost Proposal Form (see above)

**10.9.3.** Attachment D – Customer Reference Form (see above)

## 11. SELECTION PROCESS AND EVALUATION CRITERIA

### 11.1. Selection Process

**11.1.1.** Phase 1 - Proposals will be evaluated per the criteria and weights listed in the table below (Phase 1).

**11.1.2.** Phase 2 - At the City's discretion, firms submitting the highest scoring proposals may be interviewed and scored per the criteria and weights in the table below. (Phase 2).

**11.1.3.** The final selection will be based on the proposal earning the highest score at the completion of the Phase 1 process. If the City decides to conduct oral interviews, then the final selection will be based on the firm earning the highest Phase 2 score.

**11.1.4.** The City reserves the right to rely on information from sources other than the information provided by the respondents.

**11.1.5.** Final award shall be contingent upon selected firm (Consultant) accepting the Terms and Conditions listed in Attachment F of this RFQual.

### 11.2. Evaluation Criteria

Description	Phase 1	Phase 2 (optional)
Proposal Responsiveness	Pass/Fail	--
Cover Letter	5%	--
Firm Qualifications	10%	--
Staff Qualifications	10%	--
Draft Scope of Work	40%	
Project Approach	25%	--
Cost	5%	
References	5%	--
<b>Total Score</b>	<b>100%</b>	<b>100%</b>

## **12. BEST AND FINAL OFFER (BAFO)**

- 12.1.** A Best and Final Offer (BAFO) may be held with one or more finalist(s) if final information or clarification is necessary in order to make a final decision. The BAFO may allow Consultants to revise their proposals based on information received from the City. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.
- 12.2.** The City will request only one BAFO, unless the City's Purchasing Officer determines that another BAFO is warranted.
- 12.3.** Consultants are cautioned that the BAFO is optional and at the sole discretion of the City. Therefore, Consultants should not assume that there would be an additional opportunity to amend their technical or price proposals after their original submission of technical and cost proposals. Consultants may not request an opportunity to submit a BAFO.

## **13. GROUNDS FOR DISQUALIFICATION**

- 13.1.** Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:
- 13.2.** Evidence of collusion: Consultant represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Consultant has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Consultant has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.
- 13.3.** Any attempt to improperly influence any member of the evaluation team.
- 13.4.** Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City.
- 13.5.** Evidence of incorrect information submitted as part of the proposal.
- 13.6.** Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal.
- 13.7.** Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact from the time of issuance of this solicitation until a recommendation of award is made.
- 13.8.** Consultant's default under any previous agreement with the City.

#### **14. CONFLICT OF INTEREST**

- 14.1.** Consultant(s) may not have any interest in any potential future City procurements that may result from the work performed under the agreement resulting from this RFQual.

#### **15. GENERAL INFORMATION**

- 15.1.** The successful Consultant will be required to enter into an agreement with terms and conditions in substantial conformity with Attachment F of this RFQual.
- 15.2.** The successful Consultant will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in Attachment E of this RFQual.
- 15.3.** All costs associated with responding to this request are to be borne by the Consultant.
- 15.4.** It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law, in connection with or related to the performance of City of Santa Clara contracts.
- 15.5.** An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the Consultant.

#### **16. RIGHTS OF THE CITY OF SANTA CLARA**

- 16.1.** This RFQual does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:
  - 16.1.1.** Accept an offer in full, or in part, or to reject all offers.
  - 16.1.2.** Make the selection based on its sole discretion.
  - 16.1.3.** Reject any and all proposals.
  - 16.1.4.** Issue subsequent Requests for Qualifications.
  - 16.1.5.** Postpone opening proposals for any reason.
  - 16.1.6.** Approve or disapprove the use of particular subconsultants.
  - 16.1.7.** Negotiate with any, all or none of the Consultants.

- 16.1.8.** Accept other than the lowest offer.
- 16.1.9.** Waive informalities and irregularities in the Proposals.
- 16.1.10.** Enter into an agreement with another Consultant in the event the originally selected Consultant defaults or fails to execute an agreement with the City.

## **17. PUBLIC NATURE OF PROPOSAL MATERIAL**

- 17.1.** All correspondence with the City including responses to this RFQual will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public.

## **18. INSURANCE REQUIREMENTS**

- 18.1.** The selected Consultant(s), at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment E.
- 18.2.** Certificate of Insurance, as required, shall be provided to City within 10 days of the notice of award. Failure to provide the required Certificate of Insurance may result in withdrawal of the Award, and award to the next highest ranked Consultant.

## **19. PROTESTS**

- 19.1.** If an unsuccessful Consultant wants to dispute the award recommendation, the Protest must be submitted in writing to the contact listed below no later than four calendar days after announcement of the successful Consultant, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with the above Section. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.

- 19.2.** The address for submitting protests is:

City of Santa Clara  
Attention: Purchasing Division Manager  
1500 Warburton Ave  
Santa Clara, CA 95050

## **ATTACHMENT A1 PROPOSED SCOPE OF WORK REQUIREMENTS**

### **1. GENERAL**

- 1.1. Consultant shall submit a draft scope of work that address the requirements described in this Attachment A1.
- 1.2. All work proposed and performed shall be in compliance with all applicable regulations.

### **2. SPECIFIC TASKS**

#### **Task 1: Project Initiation**

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##### ***1.1 Kick-off Meeting w/ Consultant Team***

City staff will meet with Consultant team to review the project description, scope of work, timeline and budget.

##### ***Deliverables***

- 1) Attend kick-off meeting.

##### ***1.2 Base Map Development***

Consultant team shall assist City staff in preparing base maps. The base maps shall include:

- Context maps that demonstrate the adjacent context, public transit and major transportation routes, parks, schools, and project boundary;
- The location of the Plan Area in the greater context of the other focus areas and the City of Santa Clara;
- Aerial maps, General Plan land use and zoning maps; and
- Any other tasks in this scope that require mapping.

##### ***1.3 Existing Conditions Report (Data Collection & Analysis)***

Consultant team with City assistance shall collect and analyze existing data and existing conditions and create a brief report. Demographic and socio-economic characteristic data may include, but not be limited to:

- Population, households, age, ethnicity, language, place of birth and residence, disability, income and poverty status;
- Property ownership;
- Employment (number of jobs by wage/salary and occupation);
- Existing affordable housing (including existing restricted and unrestricted affordable housing sites);
- Historic structures and places and historic background of the Downtown;
- Existing/proposed public transportation (including stop locations and frequencies), roadway facilities, bike and pedestrian routes;

- Transit ridership and multimodal traffic volume data; i.e. vehicle, bicycle and pedestrian, travel mode to work, travel and circulation patterns;
- Existing operations of each transportation system component based on available data;
- Existing/proposed Infrastructure capacity;
- Existing land use (inventory of housing, jobs, parks, neighborhood amenities/retail, community facilities, social services, and schools/playgrounds) and physical characteristics; and
- Natural hazards data.

### ***Deliverables***

1. Submit Existing Conditions Report (editable Microsoft Word document and PDF).

### ***Task 1.4 Opportunities and Constraints Analysis***

The vision for the Downtown is to promote it as the historic, economic, and cultural heart of the City in such a way that enhances its strong business climate and bolsters the City's high quality of life. Consultant shall identify opportunities for development and where the development will be constrained. Specific objectives include:

- Identifying positive physical attributes and design goals and policies necessary for future development to successfully meet the "vision" for the Plan area;
- Historic preservation;
- Sensitively transitioning new development to the adjacent single-family neighborhood;
- Connecting the area to transit, in particular to the Santa Clara Transit Station;
- Returning the street grid;
- Identify underutilized land and analyze existing land use patterns and regulations in order to recommend potential changes necessary to implement a new vision for the Plan area; and
- Ground truth the growth assumptions (129,300 square feet of new commercial uses and 396 new residential units)

### ***Deliverables***

- Submit Opportunities and Constraints report, narrative, and/or map and visuals as necessary to convey the results of the analysis.

## **Task 2: Public Outreach Strategy**

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### ***Develop Community Involvement / Public Outreach Strategy***

The consultant shall develop a collaborative public outreach strategy for the project. The strategy shall outline the process for engaging stakeholders, leaders, community groups, minority populations, and other interested citizens in crafting a Precise Plan for the Downtown Focus Area. The City is interested in proposals that include innovative community engagement tools, but at a minimum, the Public Outreach Strategy should include:

- Online Engagement Tools. Develop online community engagement tools that include interactive maps, graphics and surveys to expand the community outreach to a diverse population. The Consultant shall revise or monitor the online engagement tool based on the feedback from City staff or community if necessary.

- Establish Technical Advisory Committee (TAC). The focus of the TAC will be to provide technical feedback at key points in the planning process. City staff will take the lead in establishing and coordinating the TAC and identifying specific members. The consultant will provide feedback on the TAC members and facilitate and lead discussions, present technical materials, and take summary notes at three (3) TAC meetings. The following are the anticipated meeting topics requiring consultant attendance:
  - Meeting 1: Project overview and input from participants on the Public Outreach Strategy, Existing Conditions Report, and Opportunities and Constraints Analysis.
  - Meeting 2: Review of potential plan scenarios and input on preferred direction.
  - Meeting 3: Review of and input on preferred alternative, plan framework, and/or Draft Plan.
- Establish Downtown Community Task Force (DCTF). The focus of the DCTF will be to provide project updates, review the progress of the work and plan specifics; discuss issues, direction, and provide input. City staff will take the lead in establishing and coordinating the DCTF and identifying specific members. The consultant team shall prepare meeting agendas, act as the facilitator for the each of the task force meetings and lead discussions, present technical materials, and take summary notes. The following are the anticipated meeting topics requiring consultant attendance, additional meetings may be need as we go through the process:
  - Meeting 1: Project overview (including Existing Conditions Report) and input from participants on identifying community assets, anchors and challenges, opportunity development sites to address in the development of the Plan, and to help the DCTF articulate the vision for the Plan area.
  - Meeting 2: Overview of Financial Analysis. Review of potential plan scenarios (created in Task 4) and input on preferred direction.
  - Meeting 3: Review and input on plan framework, which may include land use, multi-modal connectivity, streetscape alternatives, and urban design standards.
  - Meeting 4: Review of public draft or adoption draft plan, and input on any refinements or additional details necessary.
- Public Meetings. Facilitate events such as workshops, town halls, and open houses, and direct engagement such as pop-up workshops, focus groups, or interviews with stakeholders and/or focus groups. The team will work with City staff to identify residents, business, property owners, relevant public agencies, community groups, neighborhood associations, nonprofits, and faith-based organizations for outreach. The City will provide noticing and outreach for all community workshops. At a minimum, there shall be three (3) public meetings, two (2) workshops and one (1) open house.
- Planning Commission Hearings / City Council Study Sessions. The Consultant shall assume presentations of draft material for at least two (2) Planning Commission and two (2) City Council study sessions.

To ensure meaningful engagement opportunities across the Plan area's population, the strategy will identify any needed translation services required at the engagement activities defined in this task—using the demographic data gathered for the existing conditions report to understand level of need by specific language.

### ***Deliverables***

1. Public Outreach Strategy memo that includes an outline of the key steps of the outreach process and anticipated schedule of when various engagement activities would occur.
2. An online community engagement tool that will be placed on the City's website.

3. Materials necessary to facilitate community, DCTF, and TAC meetings, including but not limited to; a PowerPoint Presentation; Exhibition boards; and meeting agenda.
4. Meeting minutes, public comment summaries, survey or focus group summaries (as appropriate).
5. Attendance at three (3) Technical Advisory Committee meetings.
6. Attendance at four (4) Downtown Community Task Force meetings.
7. Attendance at five (5) public meetings.
8. Attendance at two (2) Planning Commission hearings and two (2) City Council Study Sessions.

### **Task 3: Financial Analysis – Economic Sustainability**

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#### ***Develop a Financial Analysis and Commercial Retention Strategy***

The economic consultant will analyze potential market demand for housing, commercial, office, and mixed-use development in the Precise Plan area. This analysis should touch on the following:

- Long-term citywide industry and employment trends;
- Current real estate market conditions;
- Recently built, planned, and proposed competitive projects within the appropriate market or trade area; and
- Citywide retail sales and eating/drinking trends.

The consultant shall review the planned development program, 129,300 square feet of new commercial uses and 396 new residential units, against real estate market conditions and trends within the Plan area and the larger surrounding market area, and assess the potential competitiveness of the Plan area in capturing sufficient demand to support the planned build-out and assess the economic challenges to creating the desired development pattern. Consultant shall make recommendations on what type and amount of development and density will be needed to make it feasible to redevelop the Plan area and support infrastructure needs and desires.

Based on the findings from the work above, the consultant shall develop a recommended strategy that the City can take to overcome any identified challenges.

#### ***Deliverables***

- Financial Analysis report including; recommendations on the amount, size, type, and location of commercial uses, and assessment of the potential competitiveness of the Plan area in capturing sufficient demand to support the planned build-out and make its implementation feasible for the overall vision of an active/destination Downtown.

### **Task 4: Development Scenarios / Conceptual Plans**

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#### **Task 4.1: Land Use Scenario Development**



Consultant team will develop three (3) long-term vision scenarios for the Plan area. The scenarios shall represent the planned build-out of the Plan area and could include different land use and development intensities, key development sites, multi-modal connectivity improvements, open space plans, streetscape and public space improvements, infrastructure improvements, preserved or enhanced community anchors, and other physical changes to illustrate the various alternatives and potential concepts for the future of the area. The intent of the scenarios is to enable long-term creative thinking for the Plan area around a number of topics, by providing a small number of initial concepts for the community, city staff, elected officials, and other stakeholders to respond to. The concepts may be feasible under current or potential future market conditions. From these three alternatives, a preferred alternative will be the basis of the draft Precise Plan.

### ***Deliverables***

- Land Use Scenarios Memorandum. The land use scenario memorandum shall include supporting maps and graphics for each scenario along with a “fact sheet” that provides an overview of development potential, land use mix, potential intensities and heights, anticipated growth in residents and/or workers, potential new public spaces, strengths and weaknesses of the alternative, etc. Provision of similar example “projects” that best illustrate the types of development for each scenario shall also be provided. The consultant team will refine the concepts and finalize them for the workshop #1 based on the comments received from City staff and the DCTF.

### **Task 4.2: Opportunity Site Development Scenarios**

The Consultant, with assistance from the City and the Downtown Community Task Force (DCTF) (meeting #1 in Task 2 above) and based on the land use scenario development in Task 4.1 above, shall identify at least three (3) opportunity sites for which to model three (3) physical development options, including photo-simulations and/or other visual graphics necessary to depict potential new development. These graphics shall illustrate design concepts for vision, land use, open space and placemaking, urban design and streetscape and circulation chapters. The outcomes of this task shall inform the content of Workshop # 2 in Task 5.2 below and the development of the design guidelines for the Draft Plan in Task 6.6 below.

### ***Deliverables***

- Opportunity Site Development Scenarios Memorandum. The opportunity site development scenarios memorandum shall include diagrams used to illustrate the development of at least three (3) opportunity sites each with three (3) physical development options that may be depicted using 3D models, photo simulations, plans, and sections. These graphics shall illustrate design concepts for vision, land use, open space and place making, urban design and streetscape and circulation chapters.

Each of the development options shall be accompanied by descriptions, diagrams, development tables, pros and cons comparison, and summary of the effectiveness of each alternative in meeting project goals and indicators or addressing significant issues project issues.

It is expected that some of these graphics will be used in the final Plan document and will therefore require multiple revisions based on City staff and public comments. As such, the Consultant shall make changes to the graphics to the satisfaction of City staff.

## **Task 5: Workshops**

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The consultant shall schedule and facilitate two (2) public workshops to seek public input on the opportunities and challenges in the Plan area. Public workshops shall be designed to be interactive, combining presentations with opportunities for facilitated small group discussions and written public comment responses.

### ***Task 5.1 Workshop #1: Identifying Plan Principles, Opportunities and Constraints, Land Use***

The first workshop shall introduce community members to the project, present existing conditions and background research, summarize the public outreach strategy, and gather public input on the opportunities, constraints, goals, principles, and a vision for the Plan area as determined by city staff and the consultant. The workshop shall build on the work completed in Task 4.1 above. The presentation should include context-sensitive development examples and sketches that can be used for gauging community preferences.

#### ***Deliverables***

- Consultant team shall provide an Agenda, PowerPoint Presentation, and a minimum of five exhibition boards and other graphic materials necessary for community engagement activities.
- A workshop summary report that will be published on the City's website and shared with the community. This should be done in a maximum of two weeks after the workshop.
- Prepare the draft guiding principles/vision. The draft guiding principles/vision report shall identify the guiding principles and vision inspired by community input and will be used for the entire planning process.
- Attend two workshop meetings.

### ***Task 5.2 Workshop #2: Urban Design & Circulation / Streetscape***

The second workshop shall present the results of stakeholder and community feedback from Workshop #1; build upon the work completed in Task 4.2 above; and introduce urban design, streetscape, and circulation concepts, as well as conceptual development alternatives. The workshop shall be geared towards receiving feedback on the draft concepts, alternatives, and features that are desired in the Plan area, which will be used to help shape the draft Precise Plan.

#### ***Deliverables***

- Consultant team shall provide an Agenda, PowerPoint Presentation, and a minimum of eight exhibition boards and other graphic materials necessary for community engagement activities.
- A workshop summary report that will be published on the City's website and shared with the community. This should be done in a maximum of two weeks after the workshop.

## **Task 6: Develop Draft Precise Plan Chapters**

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The Precise Plan shall serve as the city's long range, comprehensive land use and circulation plan for guiding development within the Plan boundary. The Consultant team will create the draft Plan

based on the results of the Land Use Scenarios and Opportunity Site Development Scenarios memorandums, existing conditions report and the results of the public engagement process.

The consultant team shall develop a template for the draft Precise Plan document in Adobe InDesign. The draft Precise Plan shall address a number of topics as discussed in the tasks below. Each chapter shall identify principles for the given topic supported by goals, policies, standards, and guidelines as appropriate. The Plan shall include supporting illustrations and graphics that support the narrative.

#### ***Task 6.1: Introduction***

Description of the project setting, purpose of the document, relationship to other City Plans and Policies, and a description of the planning process used to develop the Plan and the role the public played in creating the Plan.

#### ***Task 6.2: Vision & Guiding Principles***

Describes the overall vision and principles of the Plan.

#### ***Task 6.3: Goals & Policies***

The Goals and Policies for the Precise Plan should provide a framework for the physical development of the Plan area and support the vision for the Plan. The Goals and Policies should include, and build off of, the existing policies in the General Plan for the Downtown Focus Area, as well as the City-wide policies related to Areas of Historic Sensitivity, in Section 5.6, and Neighborhood Compatibility, in Section 5.5.

#### ***Task 6.4: Land Use Plan***

The land use fabric shall be designed to facilitate the development of a complete community with a mixed of land uses that promote increased pedestrian activity and contribute towards the development of a strong community identity with vibrant public spaces. The land use plan shall also reflect historic structures and transitions to single-family homes.

Development within the Plan area could be at intensities of almost 2.0 FAR, with building heights between five and eight stories. Allowed building intensity and heights in the remainder of the Plan area are typically lower, with maximum heights between three and four stories. Description of land use designations should reflect the planned total number of units and square footage of non-residential uses. Population and job projections should also be included.

#### ***Task 6.5: Circulation & Parking***

To support the development of the preferred alternative and to create “complete” streets for all modes, and improve access and safety in and around the Plan area, the Consultant shall identify conceptual circulation and roadway improvements, and policies and guidelines to support such improvements. The circulation and roadway improvements will be identified through the results of a transportation and circulation analysis. The analysis shall focus particularly on improving bicycle, pedestrian, and transit access within and to the Plan area. Specifically, connections to nearby destinations, such as the Santa Clara Transit Station, Santa Clara University, the Old Quad neighborhood, El Camino Real, and City Hall, should be emphasized for pedestrian and bicycle movement. The vision in the General Plan for the Downtown Focus Area includes a future transit loop to connect the Downtown area to the Santa Clara Transit Station, and possibly the other aforementioned areas.

The circulation network for the Precise Plan shall serve all modes of travel and may include new streets, paths and connections to existing roadways. Specifically, the General Plan calls for reconnecting Franklin Street and returning the street grid. Storm water management in the public right-of-way shall also be addressed. Circulation maps, graphics, and cross section recommendations for streets and path facilities in the plan area shall be prepared.

Parking management strategies and Transit Oriented Development (TOD) parking ratios shall be identified, as well as a range of Transportation Demand Management (TDM) measures that may be applied to future development projects.

#### Wayfinding Program

The Consultant shall develop of a comprehensive wayfinding and community identification sign program to promote the identity of the Downtown Plan area and make it easier for visitors to find their way around and enhance the overall experience. As a part of this program, Gateway locations should be identified.

### ***Task 6.6: Design Guidelines***

The design guidelines shall build upon the City's existing General Plan design policies, as well as the information gathered at the community workshops, TAC, and DCTF meetings, to identify additional guidelines that should apply specifically to this Plan. These guidelines shall be designed to facilitate attractive and pedestrian, bicycle, and transit-oriented development that is also consistent with Sustainability and Green Building best practices. The design guidelines shall be supported with illustrations and graphics necessary to provide a clear understanding of the intent of key guidelines.

#### Building Design Guidelines

For new development within the Plan area the building design guidelines shall address; building siting, bulk and massing, height, setbacks, transitions to adjacent existing low scale uses, transitions and sensitivity to adjacent historic resources, building articulation, architecture, landscape design strategies, and parking design.

#### Open Space Design Guidelines

Open Space design guidelines shall address the provision for adequate public and private open space as an integral part of the conceptual land-use alternatives and site planning for new development. These guidelines shall also address creating a network of open spaces connected by greenways and/or pedestrian-priority streets that complement and connect with other existing open spaces within a half mile distance of the Plan area.

#### Streetscape / Public Realm Design Guidelines

The Consultant shall develop "public realm" streetscape plans that identify conceptual improvements for specific locations from the range of options discussed with the community. Streetscape improvements should include enhanced bikeways, widened and enhanced sidewalks and park strips, street trees, medians, pedestrian bulb-outs and pedestrian crossing refuge areas, transit stop improvements, enhanced crosswalks, placemaking strategies, public space and plazas, lighting, landscape and furnishings, signage, etc. The Consultant shall provide graphic representations of the streetscape plans, including:

- Before/after photomontage (simulation) illustrations for streetscape and circulation improvements.
- Streetscape sections

- Diagrams/graphics that illustrate streetscape improvement concepts, including, but not limited to, crosswalks, bike lanes, intersection improvements, curb ramps, and pedestrian refuge islands.

### **Task 6.7 Public Services and Implementation**

The Consultant shall include information about services and infrastructure needed to implement the Plan, including specific policies regarding utilities, public safety, and parks.

The Plan shall also identify actions and strategies for its implementation, including needed infrastructure improvements, such as roadways and parkland, and financing strategies to enable these improvements. An evaluation of projected costs and revenues associated with the proposed new streets (including utility infrastructure) and trolley loop and its potential effect on the City's budget should also be included.

#### ***Deliverables***

1. Administrative Draft Downtown Precise Plan:
  - One (1) Microsoft Word copy of the Plan (text only);
  - One (1) Adobe InDesign template for the Plan document;
  - One (1) Adobe InDesign copy of the Plan;
  - All electronic source files used to create the document; and
  - All electronic supplementary files to the report.

### **Task 7: Community Open House**

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The consultant team shall assist staff in hosting an open house to present the Draft Plan to the community and provide an opportunity for the community to comment. The consultant team will prepare the PowerPoint Presentation and exhibition boards for the open house.

#### ***Deliverables***

1. Consultant team shall provide an Agenda, PowerPoint Presentation, and exhibition boards.
2. Attendance at the Community Open House.
3. A workshop summary report that will be published on the City's website and shared with the community. This should be done in a maximum of two weeks after the workshop.

### **Task 8: Draft Plan Refinement**

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Refine the Plan document based on the comments received from the Open House and TAC and DCTF meetings. The plan refinement may require multiple revisions in coordination with City staff.

#### ***Deliverables***

- One (1) Adobe InDesign copy of the Plan;
- All electronic source files used to create the document; and

- All electronic supplementary files to the report; and
- One (1) fully editable PDF copy of the Plan;

## **Task 9: California Environmental Quality Act (CEQA) Clearance**

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The consultant shall prepare a program level Initial Study with necessary technical studies, which shall thoroughly and adequately assess the impacts of the draft Precise Plan, and comply with the provisions of the California Environmental Quality Act (CEQA).

### ***Task 9.1: Define Project, Review Data, Determine Existing Conditions, and Determine CEQA Strategy***

The consultant shall work with City staff to define and determine the CEQA strategy necessary to prepare and complete the necessary CEQA documentation for adoption of the Precise Plan. The consultant shall participate in a kick-off meeting, and any needed follow up communication, in order to determine the CEQA strategy and schedule. This work should include, but is not limited to, defining the scope, identifying the sections to include in the environmental document, collecting the necessary data and research, and determining the existing conditions.

#### ***Deliverables***

1. Attend Kick-off meeting
2. CEQA Strategy and Schedule

### ***Task 9.2: Prepare Draft Environmental Review Clearance Documents***

The environmental review scope is anticipated to include a program level Initial Study with technical studies, and Negative Declarations or Mitigated Negative Declarations that tier off of the certified Environmental Impact Report (EIR) for the City of Santa Clara 2010-2035 General Plan; however, an EIR may also be required. The document shall address all required CEQA topics. The selected consultant may include sub-consultants to conduct environmental review in specific technical areas. At a minimum, technical studies will be required for cultural resources, traffic, and air quality.

#### ***Deliverables***

As necessary, depending on determined CEQA strategy the following deliverables may be applicable:

1. Prepare a Notice of Preparation (NOP) (one draft and one final).
2. Assist City staff with scoping meeting(s); review, compile, and respond to comments received.
3. Prepare Administrative and public draft EIR.
4. Prepare a Notice of Completion (NOC) and Notice of Availability (NOA) (one draft and one final).
5. Prepare the First Amendment to the Draft EIR; including Response to Comments, Mitigation Monitoring and Reporting Program, CEQA Findings, and Statement of Overriding Considerations, if applicable.
6. Notice of Determination (NOD) (one draft and one final).

7. Attend one (1) Planning Commission and one (1) City Council hearing.
8. Prepare final environmental document.

## **Task 10: Planning Commission and City Council Public Hearings**

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The consultant shall attend and support staff in presenting the Precise Plan at public hearings before the Planning Commission and City Council to adopt the Plan. The consultant shall assist with supplying materials to support the meeting presentation.

### ***Task 10.1: Planning Commission Hearing***

The consultant team shall make changes to the draft document (text and/or graphics) based on the Planning Commission's recommendations.

### ***Task 10.2: City Council Hearing***

The consultant team shall make changes to the draft document (text and/or graphics) based on the City Council's recommendations.

### ***Deliverables***

1. Attend Planning Commission Hearing.
2. Attend City Council Hearing.
3. Material content for the staff report and PowerPoint presentation.

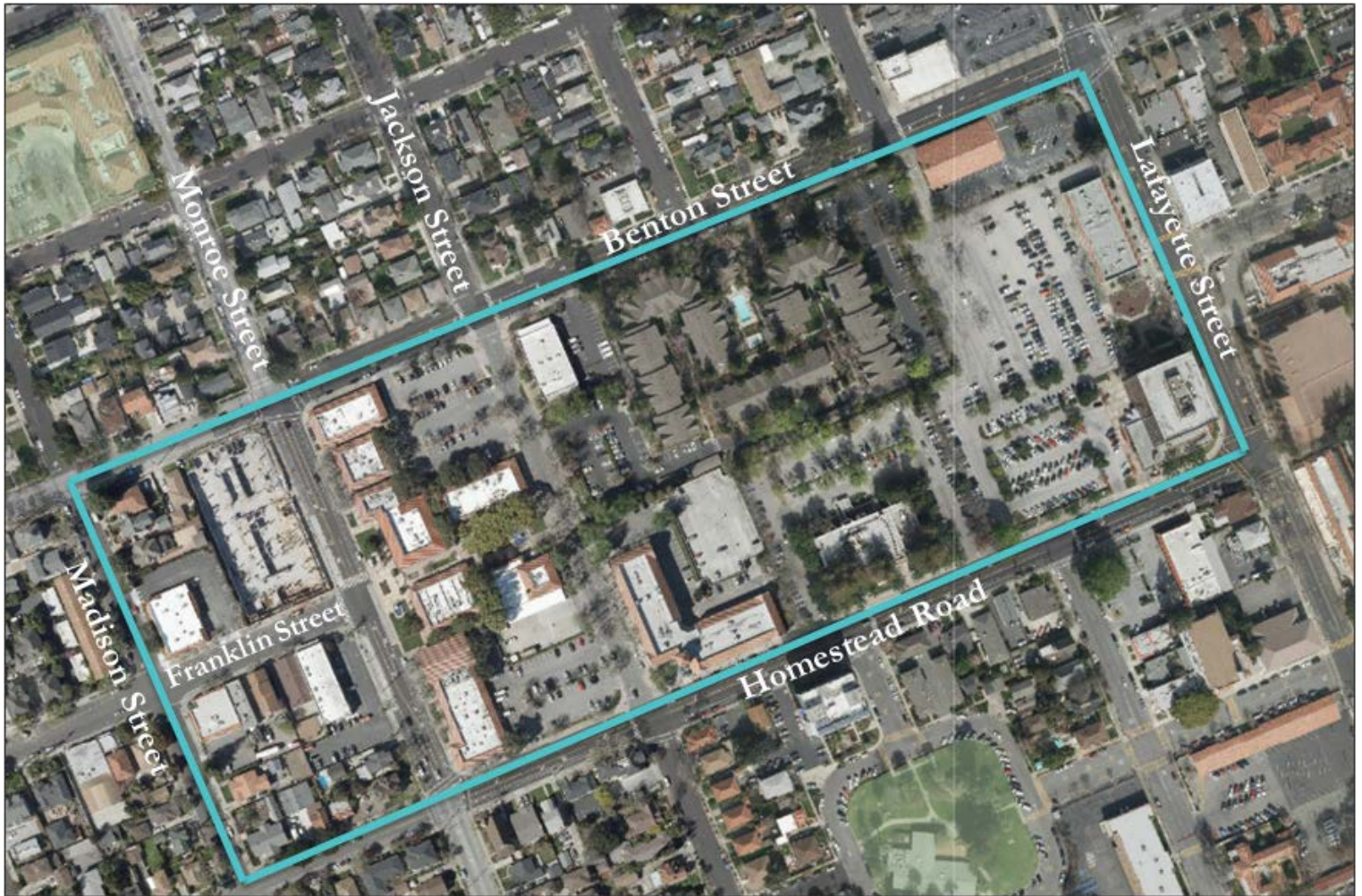
## **Task 11: Optional Tasks**

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The consultant may help the City of Santa Clara develop a Request for Proposals (RFP) for the sale or lease for the development of City owned properties located within the Downtown Precise Plan area.

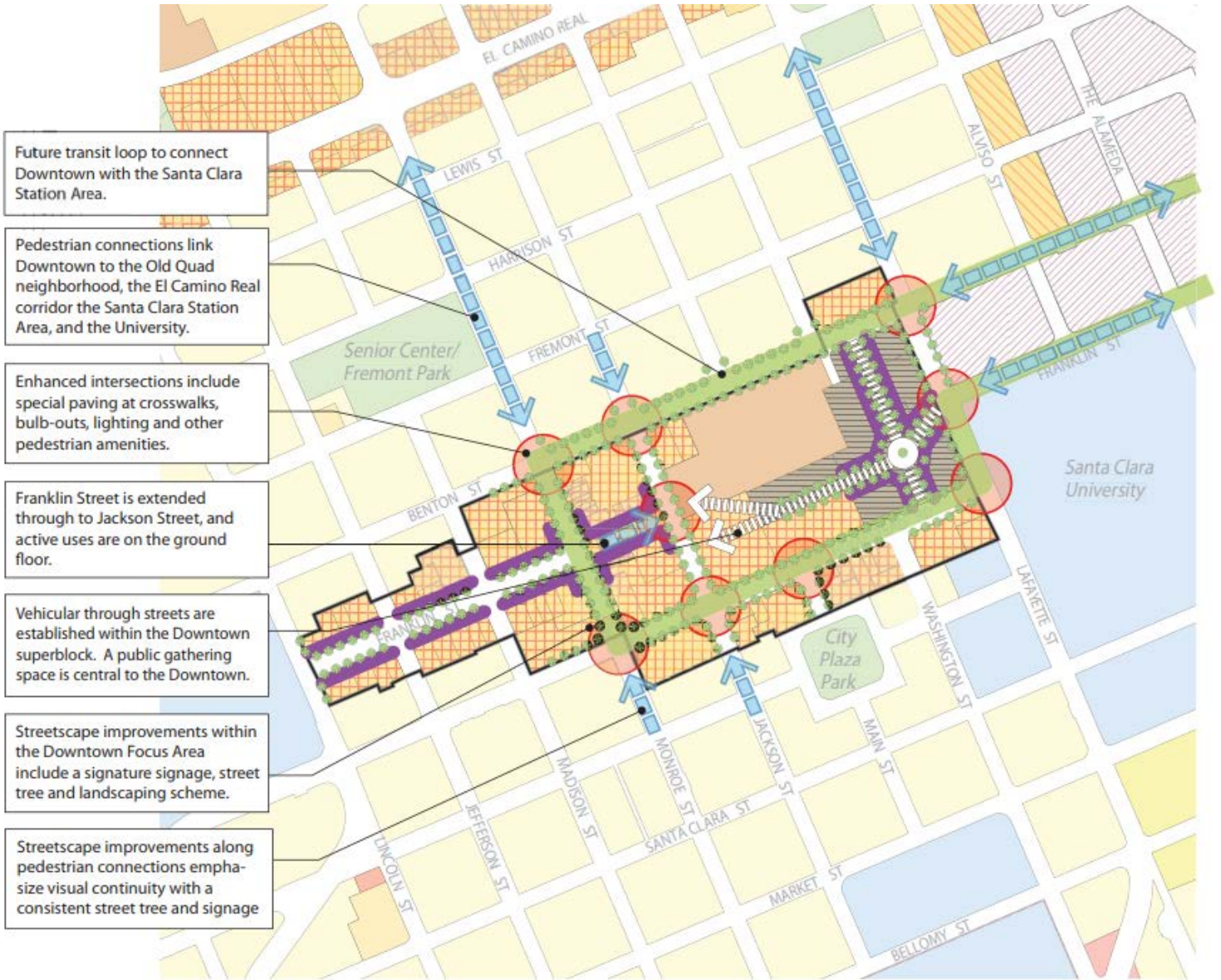


**ATTACHMENT A2  
DOWNTOWN PRECISE PLAN AREA MAP**





## ATTACHMENT A3 GENERAL PLAN DOWNTOWN FOCUS AREA MAP



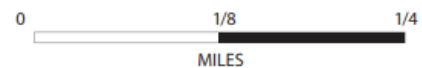
### Legend

#### Land Uses Within the Focus Area

- High Density Residential
- Community Mixed Use
- Downtown Core

#### Urban Design Features

- Focus Area Boundary
- Potential Street
- Pedestrian Connection
- Pedestrian Orientation/Active Street Frontage
- Enhanced Intersection
- Transition Zone
- Signature Streetscape
- Downtown / BART Transit Loop



## ATTACHMENT B – COST PROPOSAL

Proposers shall follow the instructions below and submit the required cost proposal.

1. Proposers shall provide fixed pricing for each item listed in Table 1 below. Pricing shall include all fees and expenses.
2. Enter the grand total in Table 2 below.
3. Do not include tax in your proposal. The City will work with the selected supplier to add tax as appropriate.

Table 1: Deliverable Pricing

<b>Task Number</b>	<b>Deliverable</b>	<b>Cost</b>
1.1	Project Initiation Kick-off Meeting	
1.3	Existing Conditions Report	
1.4	Opportunities and Constraints Report	
2	Public Outreach Strategy Memo	
2	Online community engagement tool	
2	Materials for meetings	
2	Meeting minutes and comment summaries	
2	Attend three TAC meetings	
2	Attend four DCTF meetings	
2	Attend up to five public meetings	
2	Attend two Planning Commission hearings and two City Council study sessions	
3	Financial Analysis Report	
4.1	Land Use Scenarios Memo	
4.2	Opportunity Site Development Scenarios Memorandum	
5	Plan, schedule, and facilitate two workshops	
5	Draft guiding principles/vision report for Workshop #1	
5	Workshop summary report for two workshops	
6	Administrative Draft Downtown Precise Plan	
7	Prepare agenda, PowerPoint Presentation, and exhibition boards, and attend Community Open House	
7	Workshop summary report for Community Open House	
8	Refine the draft Plan document	

9.1	Attend CEQA project meeting	
9.1	Prepare CEQA strategy and schedule documents	
9.2	Administrative draft environmental document	
9.2	Notice of Preparation	
9.2	Assist City staff with scoping meeting(s); review, compile, and respond to comments received	
9.2	Prepare Administrative and public draft EIR	
9.2	Prepare a Notice of Completion and Notice of Availability	
9.2	Prepare amendment to draft EIR	
9.2	Notice of Determination	
9.2	Attend one Planning Commission hearing and one City Council hearing	
9.2	Final draft of the EIR	
10.1	Attend Planning Commission Hearing	
10.2	Attend City Council Hearing	
10.2	Materials for the staff report and PowerPoint presentation	

Table 2: Grand Total

Grand Total	\$
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## ATTACHMENT C - PROPOSAL CERTIFICATION FORM

Proposing Firm Name:		
Address:		
Telephone:		
Facsimile:		
E-mail:		
Contact person name and title:		

### **PROPOSER REPRESENTATIONS**

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Qualifications package, formal addenda issued by the City, or the pre-proposal conference.
5. As suppliers of goods or services to the City of Santa Clara, Proposer and individuals listed below certify that they do not discriminate in employment of any person because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.
6. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

7. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

**By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.**

Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	
<b>Complete additional signatures below as required per # 7 above</b>	
Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	
Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	

**ATTACHMENT D  
PREVIOUS CUSTOMER REFERENCE FORM**

At the time of proposal submission, three (3) references are required from proposers that can substantiate customer accounts where the proposer has provided service similar to the requirements of this RFQual. Please submit these references using this attachment. Only one copy of the form is provided in the RFQual package. Proposers are required to copy the form as required to meet the reference submission requirements.

Name of Customer:	
Customer Address:	
Customer Contact Name(s):	
Customer Contact Phone Number(s):	
Detailed description of work performed for this client (use additional sheets if necessary):	

## **ATTACHMENT E - INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:  
  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form

CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.



2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided

by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [\*insert City department name here]

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409  
Email address: ctsantaclara@ebix.com

#### H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

## ATTACHMENT F – EXEMPLAR AGREEMENT

### AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND **\*INSERT CONTRACTOR'S NAME**

#### PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **\*insert Contractor's name, a[n] choose one: \_\_\_\_\_ (enter State name) corporation/partnership/individual**, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

#### RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

#### AGREEMENT TERMS AND CONDITIONS

##### 1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on \*\_\_\_\_\_, 20\_\_\_\_ and terminate on \*\_\_\_\_\_, 20\_\_\_\_.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

## **4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is \*spell out dollar amount (\$\*insert numerical dollar amount), subject to budget appropriations, which includes all payments

that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

## **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury,

liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

## **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.



## 17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: \*Dept. Name  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at \*\_\_\_\_\_@santaclaraca.gov, and  
manager@santaclaraca.gov

And to Contractor addressed as follows:

\*Name of Contractor  
\*Address of Contractor  
and by e-mail at \*\_\_\_\_\_@XXX

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

## **20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

## **21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

## **22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

## **23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

## **24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

## 25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**\*INSERT CONTRACTOR'S NAME**

\*choose one: a[n] \_\_\_\_\_ (insert State) corporation/partnership/individual

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Principal Place of  
Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

"CONTRACTOR"

## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

**\*Insert Services to be performed**

## **EXHIBIT B SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

**\*NOTE: This Exhibit B should contain a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:**

- Fee Schedule Effective Date
- Hourly Billing Rates for Each Staff Position/Level
- Minimum Billing Hours
- Charges for Equipment by Day/Week/Month
- Travel Time and Costs
- Per Diem Expenses
- Expendable Material or New Parts Costs
- Outside Services Costs
- Overtime Costs

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**\*Insert Insurance Requirements from the S drive**

## EXHIBIT D LABOR COMPLIANCE ADDENDUM

**\*Add Exhibit D for service agreements subject to prevailing wage and delete Exhibit D if not a prevailing wage service agreement**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

### A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all

required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at



any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

### C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.